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JUDGE LEON SCHYDLOWER

SEP 18 2024

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
TEXAS
CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
~~EL PASO DIVISION~~
DEPUTY CLERK

JACOB BARRERAS,
Plaintiff,

EP24CV0336

v.

PROGRESSIVE INSURANCE COMPANY,
Defendant.

Case No.:

COMPLAINT FOR VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT

Introduction

1. This is an action for violations of the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101 et seq., by Progressive Insurance Company. Plaintiff Jacob Barreras seeks injunctive relief, declaratory relief, and compensatory damages for Defendant's refusal to provide reasonable accommodations, including the use of a speech-to-speech interpreter, as required by the ADA, and for their failure to provide information about ADA grievance procedures or an ADA coordinator.

Jurisdiction and Venue

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, as this case arises under the laws of the United States, specifically the ADA.
3. Venue is proper in this District pursuant to 28 U.S.C. § 1331 because the events giving rise to this claim occurred within the Western District of Texas.

Parties

4. Plaintiff, Jacob Barreras, is a resident of El Paso, Texas, and is a qualified individual with disabilities as defined by the ADA.
5. Defendant, Progressive Insurance Company, is an insurance company that provides various insurance services nationwide, including within the state of Texas.

Factual Allegations

6. Plaintiff, Jacob Barreras, is listed as a Certificate of Insured on a policy held by an insured of Progressive Insurance.
7. Plaintiff sought to file a claim with Progressive Insurance for a loss caused by one of their insureds, but was repeatedly prevented from doing so after requesting ADA accommodations.

8. On or about [Date], Plaintiff contacted Progressive Insurance to file a claim and requested a speech-to-speech interpreter as a reasonable accommodation under the ADA to ensure effective communication.
9. Plaintiff also requested to speak with Progressive's ADA coordinator and asked for the company's ADA grievance procedure.
10. The Progressive employee handling the call informed Plaintiff that they had no knowledge of what Plaintiff was referring to regarding ADA accommodations, an ADA coordinator, or an ADA grievance procedure.
11. Instead of providing assistance, the employee transferred Plaintiff to the voicemail of their manager. Plaintiff left a message but has not received any response from Progressive.
12. Progressive Insurance's failure to accommodate Plaintiff's requests for a speech-to-speech interpreter, failure to provide ADA-related resources, and their subsequent inaction after Plaintiff's attempts to communicate with the company's management constitute violations of the ADA.

Claims for Relief

Count I: Violation of the Americans with Disabilities Act

13. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 12 as though fully set forth herein.
14. Defendant Progressive Insurance Company is subject to the ADA as a place of public accommodation and is required under the ADA to provide reasonable accommodations to individuals with disabilities, including providing effective communication aids such as speech-to-speech interpreters.
15. By failing to provide Plaintiff with a speech-to-speech interpreter, as requested, Defendant has violated its obligations under the ADA, specifically Title III of the ADA, which requires public accommodations to provide auxiliary aids and services to ensure effective communication, 42 U.S.C. § 12182(b)(2)(A)(iii).
16. Defendant's failure to inform Plaintiff of their ADA grievance procedure or direct him to an ADA coordinator further violates the ADA's requirement for entities to make reasonable modifications to policies, practices, or procedures when necessary to ensure equal access to services, 42 U.S.C. § 12182(b)(2)(A)(ii).
17. As a direct and proximate result of Defendant's actions, Plaintiff has suffered harm, including emotional distress, denial of access to insurance services, and financial loss.

Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Declare that Defendant has violated the ADA by failing to provide reasonable accommodations and by failing to provide information related to ADA grievance procedures or an ADA coordinator;

- B. Issue an injunction requiring Defendant to comply with the ADA, including providing appropriate ADA accommodations, ensuring that all employees are trained on ADA compliance, and implementing an effective ADA grievance procedure;
- C. Enter judgment in favor of Plaintiff and against Defendant in an amount to be determined at trial for compensatory damages, including emotional distress, denial of services, and other damages arising from Defendant's violations of the ADA;
- D. Award Plaintiff reasonable attorneys' fees and costs associated with this action; and
- E. Grant such other and further relief as the Court deems just and proper.

Jury Demand

Plaintiff demands a trial by jury on all issues so triable.

Dated: 09/18/24

Respectfully submitted,



Jacob Barreras

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El Paso, TX 79903